



# INVITATION TO BID (ITB)

## CONSTRUCT BUS STOPS FOR THE LAKE COUNTY PUBLIC TRANSPORTATION SYSTEM

<b>ITB Number:</b>	15-0204	<b>Contracting Officer:</b>	B. Schwartzman
<b>Bid Due Date:</b>	December 17, 2014	<b>Pre-Bid Conf. Date:</b>	December 2, 2014, See 1.4
<b>Bid Due Time:</b>	3:00 PM	<b>ITB Issue Date:</b>	November 14, 2014

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	See Section 1. 18
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	See Section 1.4

**At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.**

### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

### VENDOR IDENTIFICATION

<b>Company Name:</b> _____	<b>Phone Number:</b> _____
<b>E-mail Address:</b> _____	<b>Contact Person:</b> _____

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a term and supply contract for the provision and installation of Public Transportation bus stop facilities, either with or without shelters, to include various furniture/features, at various locations within the County based upon site selection criteria. Vendors are further advised that the County maintains a Small and Disadvantaged Business Enterprise (DBE) Policy and Procedure that involves a best effort-based goal of 14.6% for participation by such businesses within the County's grant-funded public transportation contracting program. Solicitation provision 1.27 provides additional detail in this regard.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

B. Schwartzman, Procurement Services Manager  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352-343-9424 Fax : 352-343-9473 E-mail: bschwartzman@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award - To a Single Vendor in the Aggregate**

Award of this contract will be made to the responsive, responsible vendor who submits an offer on all items listed in the solicitation and which represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single vendor.

**Section 1.4: Pre-Bid Conference (Recommended) and Site Visits**

A pre-bid conference will be held on December 2, 2014 at 2:00 PM at the address shown in paragraph 1.2 above to discuss the special conditions and specifications included within this solicitation. Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

In addition, vendors are encouraged to visit one or more of the sites of the proposed work and to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also required to examine

carefully the specifications contained in Section 2 of this solicitation and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

**Section 1.5: Term of Contract – Three Years**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for three (3) years, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Section 1.6: Option to Renew for Two (2) Additional One (1) Year Periods (With Price Adjustment)**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for two (2) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment, either upward or downward, to price based on the specific request of the awarded vendor. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. Such requests shall be based on changes in the CPI and/or PPI indices appropriate to the specific vendor request. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor's adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of any relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.7: Method of Payment**

For sites that do not involve provision of a shelter, the vendor shall submit one invoice upon County acceptance of the full scope of work at the site. For sites that do involve a shelter, the vendor may submit an invoice for the shelter itself upon vendor receipt and County inspection of that shelter, and may then submit a final invoice for the balance of the order price upon County acceptance of the site work as a whole. The invoice for the shelter shall reflect the applicable unit pricing in the contract. In addition to the general invoice requirements set forth below, the

invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

### **Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

Contractual Liability	Included
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Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 7800

TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

### **Section 1.9: Bonding Requirements**

Not applicable to this solicitation

### **Section 1.10: Completion of Work**

All work is to be performed in the timeframes and periods stated in Section 2 of this solicitation.

### **Section 1.11: Acceptance of Goods or Services**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County

reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

**Section 1.11: Deficiencies in Work to be Corrected by the Vendor**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**Section 1.12: Warranty**

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, any product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

**Section 1.13 Delivery and Completion of Solicitation Response****Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, the vendor's bid must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

### **1.13.2: Completion Requirements for Invitation to Bid**

**One (1) signed original bid and three (3) complete copies of the bid shall be sealed and delivered to the Procurement Services Office by the bidder no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs**

incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed (preferably in blue ink) by an official duly authorized to legally bind the Bidder to its provisions.

**COMPLETION OF BID PACKAGE:** The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor may either submit the entire solicitation (desired), or just a completed Section 4 (required), along with the additional required information cited below, in the number of copies specified to the address specified in this solicitation. The vendor shall submit any descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope/package marked "Literature for Invitation to Bid (ITB) 15-0204." Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4 of this Invitation to Bid.
- Vendor shall submit the bid document with all entries completed as noted in this section.
- **Vendor shall identify, and provide descriptive literature for, any alternate material or component item pursuant to paragraph 1.20 of this Invitation to Bid.** Please ensure the descriptive information is sufficiently detailed to enable evaluation of product by the County.
- **The initial bid response should include completed certifications B.1 through B.5 that are provided at the end of the federal clause set at attachment 3 to this solicitation.**
- Initial and date the appropriate space(s) for each addendum for this ITB.
- Insert any prompt payment discount that you will offer. All payment will be made in accordance with Florida Prompt Payment Act.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information section, and sign the bid in the spaces provided, in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

**Section 1.14: Accident Prevention and Barricades**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned

authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**Section 1.15: Additional Locations May be Added**

Although this solicitation and resultant contract identifies specific locations to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor that offers the lowest acceptable pricing. The additional location shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendor in the event that fair and reasonable pricing is not obtained from the current contract vendor, or for other reasons at the County's discretion.

**Section 1.16: Additional Services May Be Added**

Although this solicitation and resultant contract identifies specific services to be performed, it is hereby agreed and understood that services may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor under this contract shall be invited to submit price quotes for these additional services. The additional services shall be added to this contract by formal modification.

The County may obtain price quotes for the additional services from other vendor in the event that fair and reasonable pricing is not obtained from the current contract vendor, or for other reasons at the County's discretion.

**Section 1.17: Business Hours of Operations**

See scope of work at Section 2 of this Invitation to Bid.

**Section 1.18: Certificate of Competency/Licensure, Permits, and Fees**

The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

**Section 1.19: Clean-Up**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall

thoroughly clean up all areas where work has been involved as mutually agreed with the associated County Representative.

#### **Section 1.20: “Equal” Product Can be Considered Except For “No Substitute” Items**

If a product or service requested by this ITB has been identified in the specifications by a brand name, **and has not been notated as a “No Substitute” item**, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. **An alternate product will not be considered for any item notated “No Substitute”.**

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the specifications.

Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

#### **Section 1.21: Deletion of Locations**

Although this solicitation identifies specific locations to be serviced, it is hereby agreed and understood that any County department or agency may delete service location(s) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

#### **Section 1.22: Key Contractor Personnel**

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

**Section 1.23: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Section 1.24: Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

**Section 1.25: Risk of Loss**

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

**Section 1.26: Safety**

The vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The vendor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to persons or property.

The vendor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at this site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the

need for conversing with management personnel. This person shall be the vendor's superintendent unless otherwise designated in writing by the vendor to the Contract Manager.

### **Section 1.27: Special Notices to Vendors Regarding Federal and/or State Requirements**

#### A. Federal Clauses, Terms, and Conditions:

This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements (see Attachment 3). All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels.

**Special Note:** The Attachment 3 clause set includes several **certifications (B.1 through B.5) that must be completed and returned with the bidder's initial bid response.**

#### B. Use of the Federal E-Verify System

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

#### C. Employment of State Residents:

For any construction contract supported by state funding, the vendor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

D. Veteran Hiring Preference:

Hiring preference in this regard may be applicable to this action. See provision 30 in the Federal clause set at Attachment 3 to this solicitation

E. County Disadvantaged Business Enterprise Program:

Responding vendors should be aware that the County has an established Disadvantaged Business Enterprise (DBE) program specifically focused on County purchases supported by FTA funding. **The program involves neither preferences nor set-asides, but does specify a best-effort-based participation goal of 14.6%. The federal clause set at Attachment 3 includes a certification in this regard that must be completed and returned with the original bid response.** Further information is available from the individual identified in paragraph 1.2 of this solicitation.

F. Davis-Bacon Wage Structure and Associated Requirements

The wage rate paid, and benefits provided, to all laborers, mechanics and apprentices employed by the vendor for the work under the contract resulting from this solicitation shall not be less than the wage and benefit rates for corresponding classifications of work established by the attached Davis-Bacon Wage Determination (see Attachment 2 to this solicitation).

G. Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

## **CONSTRUCT BUS STOPS FOR THE LAKE COUNTY PUBLIC TRANSPORTATION SYSTEM**

### **1. General Scope:**

Lake County seeks bids from vendors for the provision and installation of public transit system (LakeXpress) bus stops (with and without shelters) and associated furniture/features. The County's goal is to promote ridership of LakeXpress services by provision of safe, accessible, and durable transit stops that include appropriate components and amenities for the maximum convenience, comfort, security, safety and shelter of transit system patrons. Certain bus stop facilities are to be equipped with shelters (to include solar-powered lighting) mounted on an appropriately-sized concrete pad to include various furniture/features (most generally consisting of a secured bench, a secured trash receptacle, and signage). Some of the bus stop facilities are to be equipped only with a concrete pad and the associated furniture/features stated above. All bus stop facilities are placed at various transit (bus) stop locations within the geographic boundaries of Lake County based upon specific site selection criteria.

The current LakeXpress transit operation includes 174 on-street bus stop locations. Twenty-one (21) of these stop locations are currently shelter-equipped bus stop facilities. LakeXpress intends to establish, under the contract resulting from this solicitation, additional shelter-equipped bus stop facilities, and additional non-shelter bus stop facilities, each with standard furniture/features, at selected key existing or new stop locations. As of the time this solicitation has been issued, a total of ten (10) additional locations have been tentatively identified for shelter placement, and a total of twenty-two (22) non-shelter locations have been selected for concrete pad and furniture placement during the initial year of contract performance. Assignment of additional locations is anticipated, but will be dependent upon availability of funding. A list of these locations follows the narrative portion of this work statement.

### **2. Design Parameters:**

The design of shelters and associated facility furniture/features is important to maintaining the brand image developed for LakeXpress services. All shelter designs and associated furniture must be compatible with the brand identification style and features adopted by LakeXpress and should conform to the various design contexts of the communities. The specific shelter utilized to date is Brasco SL480 with solar lighting, manufactured by Brasco. Any new shelter installed under this contract shall be essentially identical in terms of style, structure, and appearance to the shelters currently utilized; and shall fully comply with the Buy America requirements stated in the federal clause set attached to this solicitation. Any alternate shelter or associated furniture different than that being currently utilized must be identified and included in the vendor's initial bid response as specified in provision 1.20 of this Invitation to Bid. Specific design directives that apply to the current and any proposed alternate shelter are as follows:

- Shelter size shall be (approximately) four (4) feet deep x eight (8) feet wide, or if required by a specific site, four (4) feet deep and twelve (12) feet wide.
- Shelters will be designed to meet Lake County specifications. The minimum specifications for shelter wind load strength must be certified by a licensed Architect/ Engineer to be in compliance with the Florida Building Code.

- All shelters, unless specifically exempted at a specific location, must incorporate a self-contained solar powered commercial lighting system as described in paragraph 4 of this solicitation.
- All shelters shall provide for maximum shelter from sun and rain based on normal Central Florida weather conditions.
- Shelters shall incorporate powdered coated steel structural components, and a metal roof.
- Shelters shall incorporate ventilated side panels for maximum air circulation.
- Shelters shall incorporate an attached trash receptacle sufficiently sized to accommodate a weekly emptying cycle.
- Shelters at certain designated locations must accommodate bicycle racks. In such cases, the site specific quotation (see section 3 below) shall include costs and design elements for such racks based on the specific County requirement.
- Shelters must provide a means to post LakeXpress route display information.
- Shelters must match the color structure used in the existing County shelters.
- Shelters at shopping centers may be required to accommodate shopping cart corrals. In such cases, the site specific quotation (see paragraph 3.3 below) shall include costs and design elements for such racks based on the specific County requirement.
- Shelters shall meet all ADA requirements. Accessibility by persons with all disabilities to and from the shelter shall be required for all sheltered locations. This requirement extends to public access to each bus stop site to include provision and installation of additional concrete as specified in each site design.

### 3. **General Requirements:**

3.1: The County will provide a detailed site plan addressing all site-specific requirements at each bus stop location. The contractor will be responsible for all aspects of each bus stop facility installation to include, but not be limited to:

- a. provision and placement of a five (5) foot x eight (8) foot concrete pad\* or a (5) foot x 12 foot concrete pad if so designated for the location,
- b. provision of a secured bench and secured trash receptacle sized to support a weekly trash pick-up,
- c. installation of a bus stop location sign as specified in the site specific plan with the pole, and associated solar-powered lighting module compliant with section 4 of this statement of work, provided by the contractor, and with the sign provided by the County, and
- d. proper and complete assembly and installation of any required shelter included in the site-specific site plan provided by the County.

\* See section 3.4.b for additional information regarding concrete placement quantity for a non-shelter location)

3.2: Contractor shall hold the proper licenses and maintain all required licenses throughout the term of the contract. In addition, the contractor will be responsible to secure all required permitting and comply with all applicable local, state and federal laws, guidelines and requirements. The actual costs of permits to be incurred by the vendor for any specific installation are to be included as a separate line item in the site-specific proposal tendered by the vendor pursuant to section 3.4 below.

3.3: It is recognized that specific site conditions or requirements must be considered and accommodated. Although provision and placement of ancillary items or structures such as bicycle racks or shopping cart corrals may be required on an exceptional basis, the primary additional site-specific factor in this regard will be placement of additional concrete as required to provide for ADA-compliant and otherwise satisfactory public access to the bus stop facility. The site plan provided by the County for each specific site will detail these requirements, with all additional or deductive concrete work to be quoted (see 3.4 below) and invoiced to the County using the unit pricing structure stated in Price Table A of the contract.

3.4: This section applies to locations for which fully-engineered site plans have not been included in this solicitation. Within ten (10) calendar days after receipt of a site-specific design plan from the County, the contractor is to provide a site-specific quotation, based on the unit pricing established in Price Table A, for the location that includes:

- a. Shelter-equipped Bus Stop: the base price for provision and installation of the designated shelter and standard associated furniture/features (line item 1 or 2 in the pricing section of this solicitation), installation of any additional concrete using the unit price stated in line item 4 of the pricing table, and completion (provision and installation) of any site-specific additional requirement (such as a bicycle rack or shopping cart corral) as a lump sum additive to the standard unit price for an installed shelter. The quotation shall include a deductive value, using the related pricing line item(s) of the contract, as may be appropriate for any of the standard effort not required at the specific site (eg; underlying concrete pad or other underlying infrastructure already exists). The contractor shall supply a firm fixed price for the full turn-key solution at each designated location.
- b. Bus Stop Without Shelter: the base price for provision and installation of the designated concrete pad and standard associated furniture/features (line item 3 in the pricing section of this solicitation), installation of any additional concrete (or deletion of concrete at locations not requiring placement of a full five (5) foot by eight (8) foot pad) using the unit price stated in line item 4 of the pricing table, and completion (provision and installation) of any site-specific additional requirement (such as a bicycle rack or shopping cart corral) as a lump sum additive to the standard unit price for an installed shelter. The contractor shall supply a firm fixed price for the full turn-key solution at each designated location subsequent to provision of a fully-engineered site plan for the specific location. Note: all of the non-shelter locations currently listed in Section 6 of this scope of work and Price Table B of this ITB have fully-engineered site plans and are to be priced under Price Table B in conjunction with the initial bid response.
- c. Standard Furniture/Features: The standard furniture/features to be provided and installed as part of, and within the base price for, any bus stop facility (with or without shelter) is a

permanently secured and appropriately sized bench, a permanently secured trash receptacle sized to be serviced on a once-per-week basis, the pole and signage identified in paragraph 3.1.c above, and, unless specifically deleted by the County, a solar-powered commercial lighting system meeting the requirements expressed in paragraph 4 below. Note that a deletion price for this item has been included in the pricing table.

- d. Optional Features: Any feature not specifically priced or included in the price table but determined to be required at a specific site (ie, bicycle rack or shopping cart corral) shall be considered an open market item with a specific price for provision and installation of the item included in the contractor's site specific proposal.

3.5: Other general requirements include:

- Each shelter, associated furniture and associated construction of shelter pads and/or pedestrian access ways proposed at each specific designated shelter location shall be approved by the local jurisdiction's right-of-way and building divisions.
- Unless otherwise specified in the site specific-engineering drawings, bus stop pads are to be five (5) foot wide x eight (8) foot long x six (6) inch thick concrete, with a maximum 2.0% cross slope in any direction.
- Any additional sidewalks shall be four (4) inch thick concrete. Construction shall be provided and installed per FDOT Index 310 with a maximum 1.8% cross slope and a maximum 5.0% running slope.
- All bus shelter type, associated furniture and shelter contents shall be approved ahead of placement by the designated representative for Lake County.
- All vendors (either the contractor or the contractor's subcontractors) involved in any installation effort must possess appropriate licensing to conduct the work as determined by the jurisdictional authority of the area and will be responsive for all inspections required by permits issued for each project.
- Warranty Period: Three (3) years on all labor and materials, commencing on date of completion. Any product or service deficiency covered under warranty, or otherwise falling within the responsibility of the vendor, shall be rectified within three (3) calendar days after notification to repair is issued by the County. Failure to complete such repairs within the specified time frame may result in **assessment of liquidated damages at the rate of \$25.00 per calendar day until the repair is completed in full.**
- Contractor is fully responsible for on-site verification of conditions to include verification that site specific conditions are acceptable for product installation in accordance with manufacturer's instructions
- All metal surfaces of the shelter or related components shall be smooth and free of surface blemishes including pitting, rust and scale, seam marks, roller marks, rolled trade names and roughness.

4. Transit Shelter Solar Lighting:

Unless specifically exempted by the County on a case-by-case basis, all shelters must incorporate a self-contained solar powered commercial lighting system. The system shall include sufficient

battery back-up to ensure that shelter lights will be in operation continuously from dusk to dawn, and during any periods of darkness during the course of the day. The battery back-up system is to have sufficient storage capacity to enable five (5) nights of operation with no sun.

The lighting system shall be a regular production unit that has been manufactured and fielded for a sufficient period of time to ensure reliability. All wiring shall meet the National Electrical Code. All connections are to be made with marine grade plugs and all hardware shall be stainless steel. The system shall normally operate at 100% relative humidity and a temperature range of 32° F to 105 ° F.

The solar panels shall contain solar cells, coated with anti-reflective film, that are appropriately protected on the upper surface, and shall be secured to the shelter roof with vandal resistant hardware. Panels shall pass JPL Block 5 test and environmental requirements.

The battery shall be technically appropriate for its application with one (1) example being a pressurized, sealed valve regulated gel battery. The battery shall be 100% maintenance free, air shippable, fully recyclable, and capable of a minimum of 1,800 cycles in its application. The battery should be attached with vandal resistant hardware. The battery shall have a low voltage disconnect to prevent excess deep discharging.

The system controller shall be technically appropriate for its intended application with one (1) example being capable of using less than fifteen (15) mill amperes power to provide series type regulation in two (2) stages to increase the ability to maximize the charge, preventing overcharging, providing for temperature compensation for battery charging and operate all lights within the shelter. The controller shall have a short circuit protection.

All luminaries within the bus shelter shall produce an average maintained level of illumination of 2 FC at the bench level within the transit shelter footprint and operated from dusk to dawn. The lighting fixture shall have a clear diffuser that is vandal resistant. The unit shall be UL listed wet/dry location to include the storage battery. The unit shall be attached to the shelter with vandal resistant mounting hardware. The solar panels shall mount to the top of the curved roof. Shop drawings shall be submitted detailing wire routing, connections and hardware needed for installation to the County's representative for review and approval.

The solar panels shall have at least five(5) year performance warranty from the manufacturer. Bulbs shall be warranted for one (1) year. All other parts shall have a two(2) year warranty from the date of installation. The warranty shall provide for the repairs or replacement of any failed components when returned, prepaid to the factory. All bolts, washers and hardware shall be included.

Any system failure that occurs during the duration of this contract shall be rectified within three (3) calendar days after notification to repair is issued by the County. Failure to complete such repairs within the specified time frame may result in **assessment of liquidated damages at the rate of \$25.00 per calendar day until the repair is completed in full.** The County will consider a billing from the vendor for such effort if the failure was clearly caused by external circumstances such as traffic accident or unusually severe weather.

#### 5. Installation Guidelines/Requirements:

The shelters will be installed by an appropriately licensed vendor having three (3) or more years of experience installing transit shelters of a similar type and structure. The contractor will be

responsible for all aspects of contract performance to include picking up and loading each shelter for transportation to the installation site. The total delivery and installation timeframe for any shelter ordered under the contract shall not exceed forty-five (45) calendar days. County shall be advised of project schedules and given the opportunity to make inspections for work in progress and completed projects. Any shelter or stop that is not completed in full, to include proper operation of the solar lighting system, within the specified time frame may result in **assessment of liquidated damages at the rate of \$75.00 per calendar day until the installation is completed in full.** Note: the County reserves the right to have any or all completed shelters evaluated by a third party specialist to determine / evaluate full compliance of the shelter with ADA requirements.

**All personnel involved in the installation effort shall be paid in full accordance with the requirements of the Davis-Bacon Act and the associated wage determination attached to this ITB and the resulting contract. The vendor shall comply with all certified payroll requirements associated with the Davis-Bacon Act, and advise the County representative in advance of all work efforts so installation personnel can be interviewed to monitor compliance with the Davis-Bacon requirements.**

During the course of installation of any shelter, precautions shall be exercised at all times for the protection of persons and property. All services performed under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by any regulatory authorities for failure to comply with these requirements shall be borne solely by the contractor. Barricades shall be provided when work is performed in areas traversed by persons, or when deemed necessary by FDOT or MOT requirements or by the County Project Manager. All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, all areas where work has been involved will be cleaned as mutually agreed with the associated user department's project manager. All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times during the term of this contract. The contractor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the contractor's operation on the property. In the event the contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the contractor.

#### 6. Bus Stop Locations Currently Under Consideration

Area	Route	Shelter	Location
Fruitland Park	1	1 ea 4x8	Transportation Office
Tavares	1	1 ea 4x8	Main & Rockingham
Tavares	1	1 ea 4x8	West Main Street & Sinclair/Courthouse
Leesburg	2	1 ea 4x8	Turtle Oak Apts/Tally Road (Health Dept)
Leesburg	2	1 ea 4x8	Leesburg High School
Leesburg	2	1 ea 4x8	CR 468 & Lisa Dare
Leesburg	1	1 ea 4x8	Hope Springs Villa Bentley Road
Mount Dora	4	1 ea 4x8	Wal-Mart Mount Dora North Bound

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Mount Dora	3	1 ea 4x8	Golden Triangle Shopping Center
Lady Lake	1	1 ea 4x8	Kohl's Lady Lake
Lady Lake		Non-shelter	1004- US Highway 27/441
Lady Lake		Non-shelter	1005- US Highway 27/441
Lady Lake		Non-shelter	1064 - US Highway 27/441
Lady Lake		Non-shelter	1065 - US Highway 27/441
Leesburg		Non-shelter	1012 - US Highway 27/441
Leesburg		Non-shelter	1013 - US Highway 27/ South 14 <sup>th</sup> Street
Leesburg		Non-shelter	1023 - US Highway 441
Leesburg		Non-shelter	1024 - US Highway 441
Leesburg		Non-shelter	1025 - US Highway 441
Leesburg		Non-shelter	1026 - US Highway 441
Leesburg		Non-shelter	1047 - US Highway 441
Leesburg		Non-shelter	1048 - US Highway 441
Leesburg		Non-shelter	2001 - US Highway 27/ South 14 <sup>th</sup> Street
Leesburg		Non-shelter	2002 - US Highway 27/ South 14 <sup>th</sup> Street
Eustis		Non-shelter	1039 - North Bay Street
Eustis		Non-shelter	1040 - South Bay Street
Eustis		Non-shelter	4025 - South Bay Street
Eustis		Non-shelter	4026 - South Bay Street
Mt. Dora		Non-shelter	4028 - US Highway 441
Eustis		Non-shelter	4049 - South Bay Street
Tavares		Non-shelter	1041 - US Highway 441
Tavares		Non-shelter	1046 - US Highway 441

**Note:** The County specifically retains the right to amend the above list to either delete sites identified above or include additional sites. Specific pricing for any site that does not have a fully engineered site plan currently included within this solicitation will be determined in the manner specified in paragraph 3.3 and 3.4 of this scope of work. Specific pricing for any site that has a fully engineered site plan included within this solicitation is to be developed by the responding vendor for inclusion in the Price Table B submitted with the vendor's initial bid. All of the non-shelter sites listed above have fully-engineered site plans included within Attachment 4 of this solicitation, and shall be priced on a lump sum basis under Price Table B.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Bid:** Shall refer to any offer(s) submitted in response to this ITB.

**Bidder:** Refers to any entity that submitted a bid under an ITB.

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to which award has been made.

**County:** Shall refer to Lake County, Florida.

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

**Modification:** A written change to a contract.

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words “shall”, “must”, or “will” are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

**3.2 INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

**D. Contents of Solicitation and Bidders’ Responsibilities**

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

**F. Change to, Withdrawal of, or Mistake in, Bid**

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm’s letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

**3.3 PREPARATION OF BIDS**

**A.** The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

**B.** The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

### 3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

### 3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### 3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

### 3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

### 3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

### 3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. All tie bids will be resolved in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

### 3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

### 3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

### 3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

### **3.15 WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### **3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### **3.17 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### **3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

### **3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

### **3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### **3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

### **3.22 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

### **3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### **3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

### **3.25 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

### **3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

### **3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

### **3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **3.29 RIGHT TO AUDIT**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

### **3.30 PUBLIC RECORDS/ COPYRIGHTS**

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

### **3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### **3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### **3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of

the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

### **3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### **3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### **3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

### **3.37 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

### **3.38 TOBACCO PRODUCTS**

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

**ITB TITLE:** Construct Bus Stops for the Lake County Public Transportation System

**Notes:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: \_\_\_\_\_  
 Addendum #2, Dated: \_\_\_\_\_  
 Addendum #3, Dated: \_\_\_\_\_  
 Addendum #4, Dated: \_\_\_\_\_

**Part II:**

☐ No Addendum was received in connection with this ITB.

**PRICING SECTION**

**(pricing table starts on the following page)**

## PRICING TABLES

**PRICING TABLE A: UNIT PRICING** to be completed and used for sites that do not have fully-engineered site plans included at Attachment 4 to this solicitation and/or for the specific unit-priced purchases described in lines items 5, 6, and 7 below.

Item Description	EST. QTY	U/M	Unit Price	Extended Price
<b>Line Item 1:</b> Provide, assemble, and install a 4 foot deep x 8 foot wide shelter-equipped bus stop facility, to include proper installation of the immediately underlying (5 foot x 8 foot) concrete pad, and all base furniture / features (solar powered lighting module, bench, trash receptacle, and pole with signage) stated within the scope of work	30	each	\$	\$
<b>Line Item 2:</b> Provide and install a 4 foot deep x 12 foot wide shelter - equipped bus stop facility, to include proper installation of the immediately underlying (5 foot x 12 foot) concrete pad, and all base furniture / features (solar powered lighting module, bench, trash receptacle, and pole with signage) stated within the scope of work.	5	each	\$	\$
<b>Line Item 3:</b> Provide and install a non-shelter equipped bus stop facility to include proper (per specification and per code) installation of a 5 foot x 8 foot concrete pad, and all base furniture / features (bench, trash receptacle, and pole with solar lighting module and signage) stated within the scope of work for a non-shelter facility.	100	xxxx	\$	\$
<b>Line Item 4:</b> Provide additional concrete coverage, properly installed per specifications and code, as required to complete the full scope of work at each site as designated in the site-specific engineering drawings provided by the County. This item may also serve as a deduct price as described in section 3.4.b of the scope of work.	13,500	sq ft	\$	\$
<b>Line Item 5:</b> Provide, and deliver on a FOB destination basis within Lake County, a 4 foot x 8 foot bus stop shelter	3	each	\$	\$

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

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with bench, trash receptacle, and solar-power lighting module.				
<b>Line Item 6:</b> Provide, and deliver on a FOB destination basis within Lake County, a 4 foot x 12 foot bus stop shelter with bench, trash receptacle, and solar-power lighting module.	1	each	\$	\$
<b>Line Item 7:</b> Deduct price to be applied if a solar powered lighting module is not to be provided under line items 1, 2, 5, and 6 above.	10	each	\$	\$
			<b>Extended price total:</b>	\$

**PRICING TABLE B: FIRM FIXED LUMP SUM PRICING** to be completed and used for the sites that have fully-engineered site plans provided at Attachment 4 to this solicitation.

<b>General Location</b>	<b>Stop Number / Specific Location</b>	<b>Lump Sum Price</b>
Lady Lake	1004- US Highway 27/441	\$
Lady Lake	1005- US Highway 27/441	\$
Lady Lake	1064 - US Highway 27/441	\$
Lady Lake	1065 - US Highway 27/441	\$
Leesburg	1012 - US Highway 27/441	\$
Leesburg	1013 - US Highway 27/ South 14th Street	\$
Leesburg	1023 - US Highway 441	\$
Leesburg	1024 - US Highway 441	\$
Leesburg	1025 - US Highway 441	\$
Leesburg	1026 - US Highway 441	\$
Leesburg	1047 - US Highway 441	\$
Leesburg	1048 - US Highway 441	\$
Leesburg	2001 - US Highway 27/ South 14th Street	\$
Leesburg	2002 - US Highway 27/ South 14th Street	\$
Eustis	1039 - North Bay Street	\$
Eustis	1040 - South Bay Street	\$
Eustis	4025 - South Bay Street	\$
Eustis	4026 - South Bay Street	\$
Mt. Dora	4028 - US Highway 441	\$
Eustis	4049 - South bay Street	\$
Tavares	1041 - US Highway 441	\$
Tavares	1046 - US Highway 441	\$
	<b>Total of all Table B lump sum prices:</b>	\$

**TOTAL EVALUATED PRICE:** Grand total of extended price total in Price Table A and lump sum price total in Price Table B: \$ \_\_\_\_\_

**Other Items for Completion by the Bidder****Vendor's Florida license number and classification:**

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**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- It acknowledges that award of a contract is contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- It understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Purchasing Agreements with Other Government Agencies** (This section is optional and will not affect contract award). If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Payment via the County's VISA-based PCard Process** (This section is optional and will not affect contract award). Vendor will accept payment through the County's VISA- based PCard payment system: ☐ Yes ☐ No

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): \_\_\_\_\_
  2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: \_\_\_\_\_
- 
- 

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

\_\_\_\_\_

\_\_\_\_\_

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Bid Signature:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- |   |   |
|---|---|
| <input type="checkbox"/> Sole vendor                          | <input type="checkbox"/> Pre-qualified pool vendor based on price |
| <input type="checkbox"/> Pre-qualified pool vendor (spot bid) | <input type="checkbox"/> Primary vendor for items: _____          |
| <input type="checkbox"/> Secondary vendor for items: _____    | <input type="checkbox"/> Other status: _____                      |

Signature of authorized County official: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1:** Work References

**Attachment 2:** Applicable Davis-Bacon Wage Determination

**Attachment 3:** Federal Clause Set\*

**Attachment 4:** Site engineering packages for the non-shelter bus stop locations listed in pricing table B\*

\* These documents form a part of the solicitation and the resulting contract, but are provided as separate download documents available on the County webpage for this solicitation.

**ATTACHMENT 1: WORK REFERENCES**

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

## **ATTACHMENT 2**

### **DAVIS-BACON WAGE DETERMINATION**

General Decision Number: FL140215 02/07/2014 FL215

Superseded General Decision Number: FL20130274

State: Florida

Construction Type: Highway

County: Lake County in Florida.

#### HIGHWAY CONSTRUCTION PROJECTS

Modification Number    Publication Date

0            01/03/2014

1            02/07/2014

\* ELEC0915-004 12/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 25.13	34.5%+\$0.25

-----  
SUFL2013-033 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.10	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00	0.00
FENCE ERECTOR.....	\$ 10.23	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.88	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.28	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00

LABORER: Asphalt, Includes  
Raker, Shoveler, Spreader and

**SECTION 5 – ATTACHMENTS**

ITB Number: 15-0204

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Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.07	0.00
LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 15.25	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 13.70	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 11.61	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.92	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00
OPERATOR: Bulldozer.....	\$ 15.22	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 23.11	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 13.16	0.30
OPERATOR: Mechanic.....	\$ 18.05	0.00

**SECTION 5 – ATTACHMENTS**

ITB Number: 15-0204

OPERATOR: Milling Machine.....\$ 12.94	0.00
OPERATOR: Oiler.....\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 14.91	0.00
OPERATOR: Piledriver.....\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....\$ 15.97	0.00
OPERATOR: Roller.....\$ 12.21	0.00
OPERATOR: Scraper.....\$ 12.21	0.00
OPERATOR: Screed.....\$ 14.24	0.00
OPERATOR: Trencher.....\$ 14.25	0.00
PAINTER: Spray.....\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....\$ 16.08	0.00
TRUCK DRIVER: Dump Truck.....\$ 12.35	0.00
TRUCK DRIVER: Flatbed Truck.....\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....\$ 15.89	0.00
TRUCK DRIVER: Slurry Truck.....\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....\$ 13.29	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, **LA indicates the State of Louisiana**; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## **ATTACHMENT 3**

### **FEDERAL CLAUSE SET**

**(Available as a separate download document)**